



Cumberland County Improvement Authority

	Yes	No	Abstain	Absent
KELLY	X			
NEDOHON	X			
VELEZ	X			
JONES	X			
OLIVIO	X			

Resolution Number: 2014-014
Dated: February 06, 2014
Offered By: Mr. Nedohon
Seconded By: Mr. Velez

AUTHORIZING THE BOARD TO MOVE INTO PRIVATE SESSION FOR PERSONNEL, LITIGATION, AND CONTRACTUAL MATTERS OF THE AUTHORITY

WHEREAS, Section 8 of the Open Public meetings Act (NJSA 10:4-12(b) et seq.) permits the exclusion of the public from meeting in certain circumstances; and,

WHEREAS, the Members of the Cumberland County Improvement Authority are of the opinion that such circumstances exist.

NOW THEREFORE, BE IT RESOLVED BY THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY, as follows:

1. The public shall be excluded from discussion in a closed session.
2. The general nature of the subject matter to be discussed is as follows: personnel, litigation, and/or contractual matters.
3. It is anticipated at this time that the above stated subject matter will be made public as soon as it is deemed to be in the public interest to do so.
4. This resolution shall take effect immediately.

Passed and adopted at a meeting of the Cumberland County Improvement Authority held at its offices located at 2 N. High Street, Millville, New Jersey on Thursday, February 06, 2014, at 4:00 p.m. prevailing time.



Cumberland County Improvement Authority

	Yes	No	Abstain	Absent
KELLY	X			
NEDOHON	X			
VELEZ	X			
JONES	X			
OLIVIO	X			

Resolution Number: 2014-015
Dated: February 06, 2014
Offered By: Mr. Nedohon
Seconded By: Mr. Velez

**DESIGNATING THE DAILY JOURNAL, THE PRESS OF ATLANTIC CITY,
AND THE SOUTH JERSEY TIMES AS OFFICIAL NEWSPAPERS OF THE
CUMBERLAND COUNTY IMPROVEMENT AUTHORITY**

**BE IT RESOLVED BY THE CUMBERLAND COUNTY IMPROVEMENT
AUTHORITY, as follows:**

1. The Daily Journal, The Press of Atlantic City, and the South Jersey Times are designated as the official newspapers of this Authority for 2014.

Passed and adopted at a meeting of the Cumberland County Improvement Authority held at its offices located at 2 N. High Street, Millville, New Jersey, on Thursday, February 06, 2014, at 12:00 p.m. prevailing time.



Cumberland County Improvement Authority

	Yes	No	Abstain	Absent
KELLY	X			
NEDOHON	X			
VELEZ	X			
JONES	X			
OLIVIO	X			

Resolution Number: 2014-016
Dated: February 06, 2014
Offered By: Mr. Nedohon
Seconded By: Mr. Velez

DESIGNATING REGULAR MEETINGS OF THE AUTHORITY

BE IT RESOLVED BY THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY, as follows:

1. Regular Meetings of the Authority shall be held on the fourth Wednesday of each month at 4:00 p.m. prevailing time with the exception of the November and December meetings. Due to the holidays, the November and December meetings shall be held on the third Wednesday of the month at 4:00 p.m. prevailing time. Each of said meetings shall be held in the Board Room of the Authority's Offices located at 2 N. High Street, Millville, New Jersey.
2. This Authority shall cause to be posted, certified copies of this resolution on the bulletin boards in county buildings and on the bulletin boards in the offices of the Cumberland County Improvement Authority. In addition thereto, certified copies of this resolution shall be forwarded to The Daily Journal, The Press of Atlantic City, and The South Jersey Times. Said copies must be posted and forwarded within seven (7) days hereinafter.

Passed and adopted at a meeting of the Cumberland County Improvement Authority held at its offices located at 2 N. High Street, Millville, New Jersey, on Thursday, February 06, 2014, at 12:00 p.m. prevailing time.



**Cumberland County Improvement Authority
Regular Meeting Schedule
February 2014 - January 2015**

Please be advised that the Cumberland County Improvement Authority has scheduled Regular Meetings for the fourth Wednesday of each month (with the exception of November and December) commencing at 4:00 p.m., to be held at its offices located at 2 N. High Street, in Millville, New Jersey. The following is a list of dates for each respective meeting:

REGULAR MONTHLY MEETING

FEBRUARY 26, 2014

MARCH 26, 2014

APRIL 23, 2014

MAY 28, 2014

JUNE 25, 2014

JULY 23, 2014

AUGUST 27, 2014

SEPTEMBER 24, 2014

OCTOBER 22, 2014

NOVEMBER 19, 2014

DECEMBER 17, 2014

JANUARY 28, 2014



Cumberland County Improvement Authority

	Yes	No	Abstain	Absent
KELLY	X			
NEDOHON	X			
VELEZ	X			
JONES	X			
OLIVIO	X			

Resolution Number: 2014-017
Dated: February 06, 2014
Offered By: Mr. Nedohon
Seconded By: Mr. Velez

AUTHORIZING THE EXECUTION OF A PROJECT DEVELOPMENT AGREEMENT WITH THE CUMBERLAND COUNTY COLLEGE FOR THE CUMBERLAND COUNTY VOCATIONAL-TECHNICAL SCHOOL PROJECT

WHEREAS, the Cumberland County Improvement Authority (the “Authority”) has been duly created by resolution of the Board of Chosen Freeholders of the County of Cumberland, New Jersey (the “County”), as a public body corporate and politic of the State of New Jersey (the “State”) pursuant to and in accordance with *N.J.S.A. 40:37A-1 et seq.*, as amended (the “Act”); and

WHEREAS, the Authority is authorized pursuant to the Act to acquire by purchase, gift, grant, or devise real property within or without the County, or any interest therein which the Authority may deem necessary, for public use; and

WHEREAS, pursuant to a Shared Services Agreement by and between the Authority and the County, the Authority is authorized to, among other things, work jointly with the County to acquire, develop, and facilitate projects for public, private, and joint initiatives; and

WEHREAS, the Authority and the County have agreed to have the Authority acquire lands for the purpose of constructing a new high school and associated facilities for the Cumberland County Vocational-Technical School (the “High School”); and

WHEREAS, the Authority desires to develop the High School in part of 11.377 acres of property (the “College Land”) currently owned by the Cumberland County College (the “College”) for a purchase price of \$1 and to acquire adjacent lands for the combined purpose of constructing the High School; and

WHEREAS, the Authority and the College desire to enter into a Project Development Agreement, a form of which is attached hereto as Exhibit "A", in order for the Authority to proceed with the acquisition of the College Land and the High School.

NOW THEREFORE, BE IT RESOLVED BY THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY AND ITS MEMBERS THEREOF, as follows:

1. Pursuant to and in accordance with the provisions of the Act and this resolution, the Authority hereby approves the Project Development Agreement in forms as attached hereto as Exhibit "A", with such changes, insertions, and deletions as shall hereafter be approved by the Executive Director, or any other Member of the Authority with the prior written approval of the Chairman of the Authority, in consultation with the legal counsel to the Authority, such execution shall evidence the Authority's approval thereof, and no further action shall be required.
2. The Executive Director or any other Member of the Authority so authorized by the Chairman of the Authority, are hereby authorized, empowered, and directed to do all such acts and things, as may be necessary and proper to carry out and comply with the provisions of this resolution, the Act, or the Project Development Agreement. All actions taken or documents prepared by the Authority by its Members, other Authority officials, and by the Authority's professional advisors in connection with the High School, the execution and delivery of the Project Development Agreement, or any other action in connection with or related to the High School, are hereby ratified, confirmed, approved, and adopted.
3. This resolution shall take effect immediately upon adoption this 6th day of February, 2014.

Passed and adopted at a meeting of the Cumberland County Improvement Authority held at its offices located at 2 N. High Street, Millville, New Jersey, on Thursday, February 06, 2014, at 12:00 p.m. prevailing time.

EXHIBIT “A”

VO-TECH PROJECT DEVELOPMENT AGREEMENT

THIS VO-TECH PROJECT DEVELOPMENT AGREEMENT (the “Development Agreement”) is made and entered into this ___ day of _____, 2014, (the “**Effective Date**”) by and between Cumberland County College (the “**College**”) and the Cumberland County Improvement Authority (the “**CCIA**”). The College and the CCIA shall individually be referred to as a “**Party**” and collectively as the “**Parties**”.

Recitals

WHEREAS, the College is the owner of certain property located in the City of Vineland, County of Cumberland, New Jersey as more particular described in Exhibit “A” (the “**Property**”);

WHEREAS, the CCIA desires to acquire from the College an 11.377 acre portion of the Property (the “College Land”) for a purchase price of \$1 and to acquire adjacent lands for the combined purpose of constructing a new high school and associated facilities for the Cumberland County Vocational-Technical School (the “High School”) thereon as more fully set forth in Exhibit “B-1” (the “**VO-TECH Project**”);

WHEREAS, the College is amenable to conveying the College Land to the CCIA for the VO-TECH Project conditioned upon the agreements of the Parties set forth herein, specifically including the promise of the CCIA to construct on the adjacent tract at its expense two new athletic fields, being a practice soccer field and a competition soccer field, respectively, for College use, as well as the promise from the CCIA and/or the High School to provide for replacement lands to the College;

WHEREAS, pursuant to the terms of this Development Agreement, the Parties will be responsible for performing certain “**Project Development Activities**”, identified on Schedule 1, with respect to the VO-TECH Project ; and

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements set forth herein, the Parties do hereby agree with each other, for themselves and their successors and assigns, intending to be legally bound as of the date hereof, as follows:

1. Transfer of the College Land

Pursuant to terms and conditions set forth in this Agreement, the College will transfer and convey to the CCIA the College Land for a purchase price of \$1, free and clear of any liens or encumbrances to the CCIA or the High School for the purpose of developing and constructing in part the VO-TECH Project. Each Party acknowledges that the conveyance of the real property

set forth above is a material inducement to it entering into this Development Agreement. The College Land shall be conveyed by the College to the CCIA by way of a Bargain and Sale Deed with Covenants Against Grantors Act, upon ten (10) days notice from the CCIA to the College, but in no event later than the acquisition date of the RD Management property (Tract 1) as further defined herein.

2. Project Development Activities

The Parties will assist in the development of the VO-TECH Project as specified herein and in Schedule 1 hereto.

3. Relationship of the Parties

The Parties do not intend by this Development Agreement to create or constitute a joint venture, partnership, agency, corporation or an entity taxable as a corporation or otherwise, or any other association or entity within the meaning of the common law or under the laws of any state in which any Party is incorporated, organized or conducting business. The obligations of the Parties shall be several and not joint, and no Party shall have the right or power to act as an agent for or be authorized to assume or create any obligations on behalf of the other without the other Party's prior written agreement. Without limiting the generality of the foregoing, neither Party will have the right to enter into any contract on behalf of the other Party.

4. Term and Termination

The term of this Development Agreement shall commence on the Effective Date and end upon the earlier of the completion of the obligations under Section 8 hereof, or thirty (30) years from the date of this Agreement, in which case the Parties shall be relieved of all further obligations hereunder (other than with respect to obligations that may arise under those provisions that expressly state that they survive the expiration or earlier termination of this Development Agreement).

5. Representations and Warranties

Each Party represents and warrants to the other Party that the following representations are true and complete at and as of the Execution Date:

- a. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- b. The execution, delivery and performance of this Development Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

- c. This Development Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;
- d. There is not pending, or to its knowledge, threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Development Agreement;
- e. No event of default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Development Agreement;
- f. It is acting for its own account and its decision to enter into this Development Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Development Agreement; and
- g. It has entered into this Development Agreement in connection with the conduct of its business and it has the capacity or ability to perform the obligations set forth herein.

6. [RESERVED]

7. Standard of Care

Each Party will perform its obligations under this Development Agreement in a professional manner in compliance with all laws using commercially reasonable efforts to achieve the goals and objectives described herein.

8. Contingencies

As a material inducement for the Parties to enter into this Development Agreement, the Parties agree as follows:

- a. The CCIA will acquire in contiguous acreage of at least 38 acres real property (“Tract 1”) from the fee holder to the immediate southeast of the project (R.D. Management), to be conveyed by the CCIA to the High School all as more fully set forth in Exhibit “B” attached hereto and made a part hereof;

- b. Tract 1 is anticipated together with the College Land and such other property necessary for the VO-TECH Project, to be utilized for the construction of the VO-TECH Project.
- c. The High School and the College shall enter into a mutually acceptable agreement, whereby a minimum of 12 contiguous acres of Tract 1, as depicted on Exhibit "B-2" ("Tract 1A") will be either: (A) leased to the College with an option to purchase exercisable on or after the completion of the VO-TECH Project; or (B) subject to an option to purchase granted to the College by the High School exercisable on the condition in (A);
- d. The CCIA will, as part of the VO-TECH Project construct two suitable replacement athletic fields for the practice and competition soccer fields on a portion of Tract 1 (the "Replacement Athletic Fields") for use by the High School and College. Such Replacement Athletic Fields shall be constructed at the CCIA's expense and in consultation with the College so that the College's adjacent campus activities are not disrupted during the period of construction;
- e. The College will be given and/or retain pedestrian transit rights over the College Land and the adjacent lands being utilized for the Vo-Tech Project to allow its campus members to access the Replacement Athletic Fields;
- f. In the event that the High School subsequently initiates athletic programs which create a need for the High School to utilize the Replacement Athletic Fields in a more intense manner that unreasonably inhibits or interferes with the College's current usage of practice and competition soccer fields located on the College Land, then CCIA or its successors and assigns at its/their sole expense will upon written request of the College, and the exercise of the option referenced in c above by the College, construct two suitable alternative replacement athletic fields for the practice and competition soccer fields on Tract 1A for use by the College substantially similar to the fields currently located on the College Land, and as depicted and described in Exhibit "C" attached hereto and made a part hereof, and, in which case, the College will utilize such fields constructed on Tract 1A as their primary fields. The alternative fields, if constructed on Tract 1A, will be completed and ready for use by the College within 24 months or in such other reasonable amount of time as the College and CCIA shall agree, after written notice has been received by the CCIA from the College, and all conditions precedent set forth in this Section f have been met; and

- g. The CCIA if necessary and feasible will endeavor to acquire additional contiguous acreage from R.D. Management and/or its successors and assigns for potential future College campus expansion.

9. Indemnification

The CCIA and the College (each, in such case, an “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party and its affiliates and their respective employees, directors, officers, managers, members, shareholders and agents (each, in such case, an “**Indemnified Party**”) from and against any and all claims, demands, suits, damages, losses, liabilities, penalties, forfeitures, expenses and costs (including the costs of defense, settlement and reasonable attorney’s fees), including without limitation those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) of any Indemnified Party or third party to the extent arising out of, resulting from, or caused by the Indemnifying Party’s negligence or willful misconduct of the Indemnifying Party, its affiliates, its directors, officers, employees, agents, contractors or subcontractors.

10. Further Documentation and Assurance, Ongoing Support

Each Party covenants that it shall act in good faith in its performance under this Development Agreement and agrees to perform any further acts and to execute and deliver such further documents that may be reasonably necessary to carry out the terms of this Development Agreement. The CCIA and the College each agree that it will continue to provide such ongoing support for the development of the VO-TECH Project in the manner contemplated by this Development Agreement as may be commercially reasonable and practical in the circumstances.

11. Miscellaneous

- a. This Development Agreement contain the entire agreement between the Parties and supersede any prior or contemporaneous oral or written agreements, commitments, understandings or communications with respect to the subject matter hereof.
- b. Except as specifically provided for herein, neither Party may assign its rights or responsibilities under this Development Agreement without the prior written consent of the other Party. This Development Agreement shall be binding upon each of the Parties and upon their authorized successors and/or permitted assigns and shall inure to the benefit of and be enforceable by each of their authorized successors and/or permitted assigns.
- c. No subsequent modification of this Development Agreement shall be binding

upon the Parties unless reduced to writing and signed by an authorized officer of the Party sought to be bound thereby. The failure of any Party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Development Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of the other Party with respect to such future performance shall continue in full force and effect.

- d. This Development Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New Jersey, excluding, however, any conflicts of laws principles or rules that might require the application of the laws of another jurisdiction. Venue for any litigation arising from this Development Agreement shall only be proper in New Jersey state courts, the federal court located in Camden, New Jersey and before any administrative agency with competent jurisdiction.
- e. Except as expressly stated otherwise in this Development Agreement, each Party shall bear all of its own expenses incurred in connection with this Development Agreement and the VO-TECH Project.
- f. Section 9 (Indemnification), and Section 11 (Miscellaneous) shall survive the expiration or termination of this Development Agreement.
- g. All notices or other communication required or contemplated herein shall be in writing, addressed to the person indicated below, or as changed from time to time by notice similarly given:

To the College:

Dr. Thomas Isekenegbe, President
Cumberland County College
3322 College Drive
Vineland, NJ 08362-1500
Email: tisekenegbe@cccnj.edu

To the CCIA:

Gerard Velazquez, III
Executive Director
Cumberland County Improvement Authority
2 N. High Street

Millville, NJ 08332
856-825-3700; 1160
jvelazquez@ccia-net.com

Either Party may change its address for notices at any time by giving at least ten (10) days' prior notice to the other Party.

- h. This Development Agreement may be executed by facsimile or PDF and in several counterparts, and all such counterparts shall constitute one agreement binding on both Parties hereto and shall have the same force and effect as an original instrument.

IN WITNESS WHEREOF, the Parties have executed and delivered this Development Agreement on the date first above written, intending to be legally bound as of the date hereof and effective as of the Effective Date.

Cumberland County College

Cumberland County Improvement Authority

By: _____

By: _____

Name:

Name:

Title:

Title:

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B-1
VO-TECH PROJECT DESCRIPTION

EXHIBIT B-2
COLLEGE OPTION PARCEL

EXHIBIT C

SCHEDULE 1

SCHEDULE OF PROJECT DEVELOPMENT ACTIVITIES (in addition to the responsibilities of the Parties set forth elsewhere in this Agreement)

The College will be responsible for assisting with and performing the following “**Project Development Activities**” for the VO-TECH Project:

#	Project Development Activity
1	Cooperate with and assist the CCIA in its effort to obtain all municipal land use approvals (other than any construction or operations permits) required for construction and operation of the portion of the VO-TECH Project on the Property. The College shall be responsible for its own costs and expenses incurred in performing this activity, including, but not limited to all third-party and direct out of pocket costs and expenses (including reasonable attorney’s fees and costs).
2	Cooperate and assist the CCIA and its contractors, representatives, consultants and agents in all local/township related matters with respect to the VO-TECH Project beyond Activity #1 above.
3	Cooperate with the CCIA and its contractors, representatives, consultants and agents with respect to all reasonable requests for information and assistance.

The CCIA will be responsible for performing the following “Project Development Activities” for the VO-TECH Project:

#	Project Development Activity
1	Cooperate with and assist the College to obtain all municipal land use approvals (other than any construction or operations permits) required for construction and operation of the VO-TECH Project.
2	Cooperate with the College and its representatives, consultants and agents with respect to all reasonable requests for information and assistance.
3	Timely satisfy all contingencies set forth in Section 8 of this Agreement.



Cumberland County Improvement Authority

	Yes	No	Abstain	Absent
KELLY	X			
NEDOHON	X			
VELEZ	X			
JONES	X			
OLIVIO	X			

Resolution Number: 2014-018
Dated: February 06, 2014
Offered By: Mr. Nedohon
Seconded By: Mr. Velez

**RESOLUTION OF THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING AND APPROVING THE EXECUTION OF AN AMENDED AND RESTATED
SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF CUMBERLAND AND
THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
(ECONOMIC DEVELOPMENT)**

WHEREAS, the Cumberland County Improvement Authority (the “Authority”) has been duly created by resolution of the Board of Chosen Freeholders of the County of Cumberland, New Jersey (the “County”), as a public body corporate and politic of the State of New Jersey (the “State”) pursuant to and in accordance with *N.J.S.A. 40:37A-1 et seq.*, as amended (the “Act”); and

WHEREAS, shared service agreement between local units are authorized pursuant to the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-4 et seq.*; and

WHEREAS, the Authority and the County entered into a Shared Services Agreement between the County and the Authority authorized by the Authority on February 01, 2013 and by the County on January 22, 2013, pursuant to County resolution 2013-72 (the “Initial Agreement”); and

WHEREAS, pursuant to the Initial Agreement the Authority was to pay the County \$150,000 annually for a four year term expiring January 31, 2017, in order for the County to undertake certain economic development services within the County; and

WHEREAS, the Authority and the County desire to amend and restate the Initial Agreement, whereby the County will pay to the Authority \$30,000 annually, for a term expiring January 31, 2018, whereby the Authority will undertake certain economic development services within the County, including the creation of a position for the Director of Development / Construction Management, or such other position as the Authority may deem necessary, in order to accomplish the activities set forth in the Amended and Restated Shared Services Agreement between the County and

the Authority, in the form attached hereto as Exhibit "A" (the "Amended and Restated Agreement"); and

WHEREAS, the Authority and the County desire to enter into an Amended and Restated Agreement, in the form attached hereto as Exhibit "A", in order for the Authority to proceed with the activities described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY AND ITS MEMBERS THEREOF, AS FOLLOWS:

Section 1. Pursuant to and in accordance with the provisions of the Act and this Resolution, the Authority hereby approves the Amended and Restated Agreement in the form as attached hereto as Exhibit "A", with such changes, insertions, and deletions as shall hereafter be approved by the Executive Director, or any other Member of the Authority with the prior written approval of the Chairman of the Authority, in consultation with the legal counsel to the Authority, such execution shall evidence the Authority's approval thereof, and no further action shall be required.

Section 2. The Executive Director, or any other Member of the Authority so authorized by the Chairman of the Authority, are hereby authorized, empowered, and directed to do all such acts and things, as may be necessary and proper to carry out and comply with the provisions of this Resolution, the Act and the Amended and Restated Agreement.

Section 3. This Resolution shall take effect immediately upon adoption this 6th day of February, 2014.

Passed and adopted at a meeting of the Cumberland County Improvement Authority held at its offices located at 2 N. High Street, Millville, New Jersey, on Thursday, February 06, 2014, at 12:00 p.m. prevailing time.

**AMENDED AND RESTATED
SHARED SERVICES AGREEMENT
BETWEEN
THE COUNTY OF CUMBERLAND
AND
THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
(ECONOMIC DEVELOPMENT)**

THIS AGREEMENT made this 6th day of February, 2014, by and between the County of Cumberland, a body corporate and politic of the State of New Jersey, having its principal offices located at 790 E. Commerce St., Bridgeton, NJ 08302 (hereinafter referred to as “County”) and the Cumberland County Improvement Authority, having its principal offices located at 2 N. High St., Millville, NJ 08332 (hereinafter referred to as “CCIA”).

WITNESSETH:

Whereas, the County and the CCIA (hereinafter referred to collectively as the “Local Units”) are authorized by the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, *et. seq.* to enter into a shared service agreement with any other local unit to provide or receive any service that each local unit participating in the shared service agreement could provide or receive on its own; and

Whereas, each Local Unit seeks to lower costs of services to County taxpayers and each Local Unit desires to seek ways to share and/or consolidate services where possible;

Whereas, in an attempt to identify cost saving measures, the County and the CCIA have discussed specific areas where services can be shared; and

Whereas, the CCIA is empowered by the County Improvement Authorities Law to act as a vehicle for economic development for the County; and

Whereas, the County desires to pursue all economic development options available in order to foster employment and education and to attract business and investment to the County; and

Whereas, the County and the CCIA entered into a Shared Services Agreement (Economic Development), on January __, 2013; and

Whereas, the County and the CCIA have negotiated certain modifications and changes reflected in this “Amended and Restated Shared Services Agreement

between the County of Cumberland and the Cumberland County Improvement Authority” with respect to economic development

Now, **Therefore**, and in consideration, the County and the CCIA agree as follows:

IMPROVEMENT AUTHORITY RESPONSIBILITIES AND OBLIGATIONS

The CCIA shall be responsible for providing economic development services to benefit both the County and the CCIA. It is the purpose and intent of this agreement to have the County and CCIA work collaboratively on matters relating to economic development but also to retain control by the County of decision making with respect to such undertakings largely or completely funded by the County of Cumberland. These economic development services shall include, but not be limited to, the following:

I) The CCIA shall focus upon the following and related economic development objectives:

A) Initial strategic planning to determine the needs of the Local Units with respect to economic development.

B) The initiation of collaborative planning projects between the County and the CCIA to encourage economic development.

C) The active engagement of County residents and County businesses to better understand the issues that affect the business community and to better understand solutions to foster economic development.

D) Consultation with public and private authorities to determine the availability of grants and other funding sources for economic development.

E) The development of both short-term and long-term strategic plans for economic development to benefit the County and the Authority.

F) Promoting economic growth and stability in the County by supporting and enhancing existing businesses through business retention activity and incentives, attracting new businesses, as well as attracting corporate or regional headquarters.

G) To serve as a liaison between public and private economic development and planning organizations.

H) To explore and implement better ways to educate and train County residents to compete for skilled employment positions through, among other things, coordination of training and educational resources of the County College, the County Technical Education Center, Office of Employment and Training and other local, state or federal training resources and opportunities.

- I) To explore methods to build a more business-friendly County government.
- J) To coordinate and cooperate with County staff to foster economic development through use of, but not limited to, the above described tasks.
- K) The CCIA and its employees engaged in economic development initiatives shall attend all meetings of the Cumberland County Economic Development Board and the Economic Development Steering Committee.
- L) The CCIA shall provide a monthly report to the Cumberland County Freeholders and the Director of the Cumberland County Board of Chosen Freeholders outlining all economic development activities and initiatives engaged in during the previous month.
- M) As requested by the Board of Chosen Freeholders, CCIA representatives shall meet with the Board of Chosen Freeholders to discuss economic development programs, strategies, initiatives or endeavors undertaken by the CCIA.
- N) The CCIA shall give due consideration to recommendations from the County or the Board of Chosen Freeholders regarding economic development initiatives and strategies and shall be subject to such direction as the Board of Chosen Freeholders may require with respect to any undertaking funded substantially or entirely with County resources or financial support.
- II) The CCIA is creating the position of Director of Development / Construction Management to develop and manage economic development initiatives and strategies for the benefit of both the County and the CCIA. The Director of Development / Construction Management shall be hired by and be an employee of the CCIA, subject to its rules, policies and procedures. The CCIA shall be responsible for direction of the Director of Development / Construction Management's day-to-day activities and objectives. Nothing herein shall be construed to alter the "at will" status of the Director of Development / Construction Management, which means that either the Director of Development / Construction Management or the CCIA may terminate the employment relationship at any time and for any reason, with or without prior notice to anyone.

COMPENSATION

The County shall pay to the CCIA the amount of \$30,000 per year in quarterly payments, as well as provide secretarial and support services (planning information, statistics, GIS services, etc.) as needed/requested when possible at no cost.

The CCIA shall be responsible for all of the compensation paid to the CCIA Director of Development / Construction Management in an amount and according to terms as may be agreed upon between the CCIA Director of Development / Construction Management and the CCIA.

TERM

The term of the Agreement shall be four (4) years, expiring on January 31, 2018. Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least sixty (60) days prior to the yearly anniversary date of the execution of this Agreement.

MUTUAL COOPERATION

The CCIA and the County agree to mutually cooperate with one another in the provision of the sharing of these services.

Each Local Unit shall look at other areas of services to consider further sharing between the parties.

INDEMNIFICATION

a) The CCIA shall indemnify and shall hold the County, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed for or on behalf of the CCIA under the terms of this Agreement .

b) The County shall indemnify and shall hold the CCIA, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed by their employees.

INSURANCE

At all times during the term of this Agreement, the CCIA shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance and workers' compensation coverage with respect to this Agreement the parties shall determine to be reasonably required. The CCIA shall be obligated to pay for the cost of all such insurance.

REMEDIES

1 Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by

mediation.

If a dispute between the CCIA and County arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding arbitration.

2 Contract Performance Pending Mediation. During mediation proceedings, The CCIA and the County shall continue to perform the services described in this Agreement.

3 When Mediation May be Demanded. Prior to either party submitting a demand for mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

4 Procedure to Request Mediation. Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5)

proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

5 Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

6 Cost of Mediation. Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

7 Failure of Mediation. If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, any party may submit the dispute to the Superior Court of New Jersey, Cumberland County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER

In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

NO PERSONAL LIABILITY

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either the CCIA or the County, in his or her individual capacity, and neither the officers, agents or employees of the CCIA or the County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

MISCELLANEOUS

1. Amendment. This Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

3. Severability. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. Entire Agreement. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. Further Assurances and Corrective Instruments. Each Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. Headings. The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

8. Non-Waiver. It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

9. Governing Law. The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

EFFECTIVE DATE

This Agreement shall be effective as of this 6th day of February, 2014 which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the

parties to this Shared Services Agreement.

In accordance with N.J.S.A. 40A:65 *et seq.*, this agreement shall be filed with the Division of Local Government Services.

ATTEST

COUNTY OF CUMBERLAND

Joseph J. Derella, Jr.
Freeholder Director

ATTEST

CUMBERLAND COUNTY
IMPROVEMENT AUTHORITY

Gerard Velazquez, III
Executive Director



Cumberland County Improvement Authority

	Yes	No	Abstain	Absent
KELLY	X			
NEDOHON	X			
VELEZ	X			
JONES	X			
OLIVIO	X			

Resolution Number: 2014-019
Dated: February 06, 2014
Offered By: Mr. Nedohon
Seconded By: Mr. Velez

RESOLUTION OF THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY CREATING AND APPROVING THE POSITION OF DIRECTOR OF DEVELOPMENT / CONSTRUCTION MANAGEMENT IN THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY

WHEREAS, the Cumberland County Improvement Authority (the “Authority”) has been duly created by resolution of the Board of Chosen Freeholders of the County of Cumberland, New Jersey (the “County”), as a public body corporate and politic of the State of New Jersey (the “State”) pursuant to and in accordance with *N.J.S.A. 40:37A-1 et seq.*, as amended (the “Act”); and

WHEREAS, the Authority and the County have entered into an Amended and Restated Shared Services Agreement between the County and the Authority whereby the Authority is to undertake certain economic development activity within the County; and

WHEREAS, in order to undertake such economic development within the County the Authority desires to create the position entitled “Director of Development / Construction Management in accordance with the job description attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CUMBERLAND COUNTY IMPROVEMENT AUTHORITY AND ITS MEMBERS THEREOF, AS FOLLOWS:

Section 1. Pursuant to and in accordance with the provisions of the Act and this Resolution, the Authority hereby creates and approves the position of “Director of Development / Construction Management” in accordance with the job description as attached hereto as Exhibit “A”.

Section 2. The Executive Director, or any other Member of the Authority so authorized by the Chairman of the Authority, are hereby authorized, empowered, and directed to do all such acts and things, as may be necessary and proper to carry out and comply with the provisions of this Resolution and the Act.

Section 3. This Resolution shall take effect immediately upon adoption this 6th day of February, 2014.

Passed and adopted at a meeting of the Cumberland County Improvement Authority held at its offices located at 2 N. High Street, Millville, New Jersey, on Thursday, February 06, 2014, at 12:00 p.m. prevailing time.

**CUMBERLAND COUNTY IMPROVEMENT AUTHORITY
JOB DESCRIPTION**

JOB TITLE: Director of Development / Construction Management
DEPARTMENT: Administration
CLASSIFICATION: Exempt
REPORTS TO: Executive Director
UPDATED: February 06, 2014

JOB PURPOSE: Under the direction of the Executive Director, the Director of Development / Construction Management will perform a variety of administrative, technical, and professional work in preparation for, and implementation of, economic and community development plans, programs, and services. The Director of Development / Construction Management will implement county economic development initiatives and strategies, assist with redevelopment initiatives, and will handle the administration of functions such as construction management, operations, programs, planning / research, and fiscal.

The Director of Development / Construction Management will direct and oversee the implementation and oversight of the Economic Development Shared Services Agreement with the County (see attached).

ESSENTIAL JOB FUNCTIONS:

- Represents the Executive Director at various official functions / meetings where department / division policy, priorities, and other high level matters are to be considered.
- Initiates and directs all economic development and construction management programs including trial and innovative projects / studies.
- May assist with coordination of activities of the major functions under the Executive Director.
- May assist the Executive Director in exercising executive control / direction over personnel functions.
- Performs such special functions and directs such special projects as may be delegated by the Executive Director.
- Will be required to learn to utilize various types of electronic and / or manual recording and information systems used by the CCIA, office, or related units.
- Directs economic development initiatives to achieve the goals and objectives outlined by the County Economic Development Plan.
- Provides assistance in the development of short and long term economic and community development plans, as well as the gathering of information and preparation of studies, reports, and recommendations to achieve such goals. This will involve the preparation and maintenance of information on utilities, taxes,

- zoning, transportation, community services, financing tools, and incentives, in order to respond to requests for information for economic development purposes, and the coordination with other department and agencies as needed.
- Provides professional economic development advice, assist in the application and permitting process, and serve as an advocate for economic development in line with the Comprehensive Plan, zoning ordinances, and goals.
 - Maintains a liaison with various local, state, and federal agencies, coordinating projects with agencies as deemed necessary and appropriate, i.e., DCA, NJEDA, USDA, local and state chambers, Regional Planning Commission, etc.
 - Provides information and / or makes presentations to boards, commissions, civic groups, businesses, individuals, and the general public on economic development issues, programs, services, and plans.
 - Becomes familiar with the existing inventory of available buildings and business and residential development sites within the community. This will include both public and private buildings and land areas.
 - Coordinates and administers CCIA Loan Program.
 - Assists with negotiation and the management of professional service contracts, property sales, or acquisition, and economic development oriented negotiations, as assigned.
 - Serves as a member of economic development groups or task force that promote economic and community development at the local, state, or federal level, as deemed necessary or appropriate.
 - Monitors legislation and regulations relating to economic development, and report findings to the appropriate impacted parties, i.e., the County, the Economic Development Committee, and municipalities.
 - Maintains strong working relationships with the general public, area businesses, clients, the media, and others.
 - Serves as a member of various staff committees, as assigned.
 - All other related duties as assigned / required

NOTE: The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's Degree.
- At least Six (6) years of direct economic development, bonding, and construction management experience with county entities as well as Improvement Authorities and/or Redevelopment Authorities.

LICENSING AND CERTIFICATION:

Valid New Jersey driver's license required.

TOOLS AND EQUIPMENT USED:

- Motor Vehicles
- Computer and applicable software

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.
- Ability to read, write, speak, understand, and communicate in English sufficiently to perform duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.
- Persons with mental or physical disabilities are eligible as long as they can perform essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.
- Working knowledge of municipal zoning and infrastructure, and planning programs and processes.
- Ability to communicate effectively to groups and individuals, engineers, architects, contractors, developers businesses, supervisors, employees, and the general public.
- Ability to establish working relationships with other organizations and economic development practitioners.
- Ability to prepare and analyze reports and data, and have skill in the operation of necessary tools and equipment, i.e., computer word processing, spreadsheet software, and general office equipment (telephone, fax, copier, calculator, etc.)
- Experience with public contracting, contract administration and construction management services.

SUPERVISORY RESPONSIBILITY:

ENVIRONMENTAL AND PHYSICAL DEMANDS:

This position may require all of some the following: driving, standing, walking, sitting, talking, hearing, seeing, feeling, grasping, climbing, balancing, crouching, crawling, kneeling, reaching with hands or arms, lifting up to 50 lbs. and exposure to environmental conditions.

NOTE: These statements are intended to describe the general nature and level of work involved for this job. It is not an exhaustive list of all responsibilities, duties and skills required for this job.